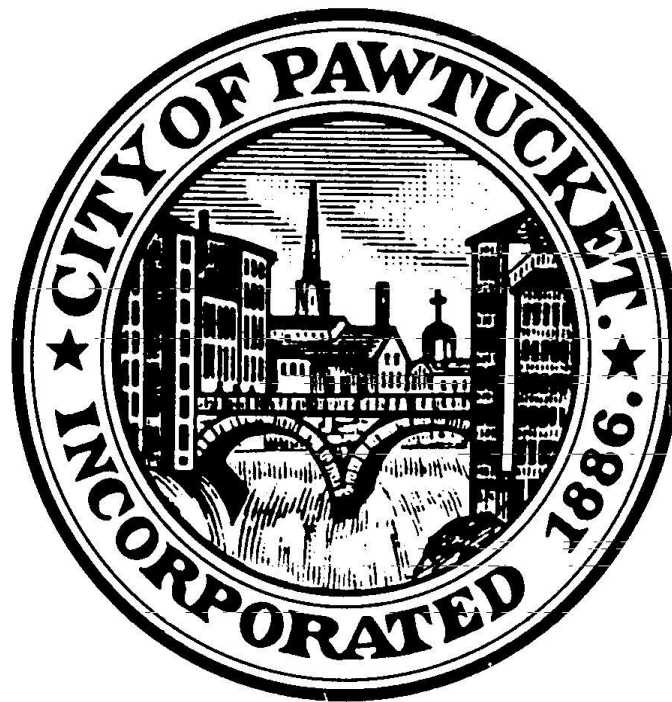


CITY OF PAWTUCKET

REQUEST FOR PROPOSALS



15-007
2015-2018 CITYWIDE TREE SERVICE

March 20, 2015

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1.0 - Bid/Solicitation Information

Schedule

Pre-Bid/Proposal Conference: ☒ No ☐ Yes

Requests for Further Information:

March 27, 2015 at 10:00 AM

Requests for information or clarification must be made electronically to the attention of:

Andrew Silvia – Chief of Project Development

E-mail: asilvia@pawtucketri.com

Please reference the RFP / LOI number on all correspondence. Answers to questions received, if any, will be posted on the internet as an addendum to this bid solicitation.

RFP Submission Deadline:

April 9, 2015 at 10:00 AM

Late submittals will not be considered.

Proposals must be mailed or hand-delivered in a sealed envelope **marked with the RFP/Bid # and Project Name** to:

Pawtucket City Hall - Purchasing Office

137 Roosevelt Avenue

Pawtucket, RI 02860

Bonds/Surety Required

Surety Bond: ☐ No ☒ Yes

Bidder is required to provide a bid surety in the form of a bid bond or certified check payable to the City of Pawtucket in an amount not less than five percent (5%) of the bid price.

Fidelity Bond: ☒ No ☐ Yes

Performance Bond: ☒ No ☐ Yes

The successful bidder will be required to furnish all insurance documentation as outlined in the attached Purchasing Rules & Regulations and General Terms & Conditions of Purchase.

Miscellaneous

The bid process and resulting contract are subject to the Rules and Regulations and General Terms and Conditions of Purchase. Submission of a bid in response to this solicitation is acknowledgement and acceptance of these Rules and Regulations and General Terms and Conditions of Purchase.

The City of Pawtucket reserves the right to award on the basis of cost alone, accept or reject any or all bids, and to act in its best interest including, but not limited to, directly negotiating with any vendor who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The City of Pawtucket may, at its sole option, elect to require presentations(s) by bidders clearly in consideration for award.

2.0 - Instructions and Notifications to Bidders

- It is the vendor's responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Vendors must comply with all Federal, State, and City laws, ordinances and regulations, and meet any and all registration requirements where required for contractors as set forth by the State of Rhode Island. Failure to make a complete submission as described herein may result in a rejection of the proposal.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the bidder. The City of Pawtucket assumes no responsibility for these costs.
- A submittal may be withdrawn by written request to the Purchasing Agent by the proposer prior to the stated RFP deadline.
- Prior to the proposal deadline established for this RFP, changes may be made to a proposal already received by the City if that vendor makes a request to the Purchasing Agent, in writing, to do so. No changes to a proposal shall be made after the RFP deadline.
- Proposals are considered to be irrevocable for a period of not less than ninety (90) days following the opening date, and may not be withdrawn, except with the express written permission of the Purchasing Agent. Should any vendor object to this condition, the vendor must provide objection through a question and/or complaint to the Purchasing Agent prior to the proposal deadline.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- The vendor has full responsibility to ensure that the proposal arrives at the Purchasing Division Office prior to the deadline set out herein. The City assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the due date. Proposals arriving after the deadline may be returned, unopened, to the vendor, or may simply be declared non-responsive and not subject to evaluation, at the sole discretion of the Purchasing Agent. **For the purposes of this requirement, the official time and date shall be that of the time clock in the City of Pawtucket's Purchasing Office.**
- It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the bidder's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.
- Bidders are advised that all materials submitted to the City of Pawtucket for consideration in response to this Request for Proposals shall be considered to be public records as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and may be released for inspection immediately upon request once an award has been made.

- Vendors are responsible for errors and omissions in their proposals. No such error or omission shall diminish the vendor's obligations to the City.
- The City reserves the right to reject any or all proposals, or portions thereof, at any time, with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal at its sole discretion. All material submitted in response to this RFP shall become the property of the City of Pawtucket upon delivery to the Purchasing Agent.
- There is no official, public opening of proposals. The City asks that companies refrain from requesting proposal information concerning other respondents until an intention to award is determined, as a measure to best protect the solicitation process, particularly in the event of a cancellation or re-solicitation. Proposal materials become public information only after a contract is awarded.

3.0 - Overview

The City of Pawtucket Department of Public Works (“DPW”) is seeking bids from qualified tree service vendors (“the Contractor”) to provide tree removal, tree trimming, and stump grinding services for a period of three (3) years according to a pre-set, fixed pricing schedule. Incidental work required of the awarded vendor shall include certain site preparation and restoration activities outlined herein, and legal disposal of tree material.

4.0 - Scope of Work

4.1 Location

All work shall be performed in the City of Pawtucket (“the City”). More specifically, tree services shall be performed on public property only, including the public right-of-way, and various City-owned properties. No work on private property shall be permitted.

4.2 General Requirements

- Contractor shall provide documentation satisfactory to the Pawtucket Department of Public Works (DPW) that they have a minimum of three (3) years’ experience successfully performing the tree service activities described in Section 4.3. The Contractor shall document in their proposal that at least one (1) staff member assigned to this contract is licensed as an Arborist by the Rhode Island Department of Environmental Management’s Division of Forest Environment.
- Traffic control, where necessary (as per City Ordinance 351-54), shall be the responsibility of the Pawtucket Police Department. Respondents to this RFP shall not include the costs of any anticipated Police details in their bid, as these costs will be paid by the City directly.
- The Contractor shall be responsible for notifying Dig-Safe in accordance with Rhode Island General Laws (RIGL) Chapter 39 prior to performing any excavation required per this contract.
- The Contractor shall be responsible for removing and protecting any obstacles that may interfere with the construction operations. Immediately upon completion of construction activities in a given area, the Contractor shall be responsible for returning the area to a pre-construction state satisfactory to the DPW’s representative.
- In accordance with City of Pawtucket Ordinance Sec. 286-12, heavy equipment may not be operated between the hours of 10:00 PM and 7:00 AM (i.e. overnight work) unless a permit to do so has been obtained from the Director of Public Works. Works of an emergency nature (as defined in Sec. 286-2) need not comply with this requirement.

4.3 Scope Detail

A general description of the work is included below, and is not intended to represent the comprehensive scope of work required under this contract. A detailed description of the work is provided in Appendix C (Technical Specifications).

The work shall include:

- Removal of trees, various sizes
- Removal or grinding of tree stumps, various sizes
- Branch trimming
- Legal disposal of all material trimmed, ground, or otherwise removed by vendor
- Incidental site preparation and restoration activities including:
 - Provision of temporary erosion controls
 - Clearing and grubbing
 - Backfill and compaction of voids created by stump removal, as follows:
 - Material used to fill voids at depths greater than 4" beneath existing grade shall be Gravel Borrow as specified in Section M.01 of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction ("Blue Book"), latest edition. Material shall be placed in accordance with Subsection 202.02.3 of the Blue Book, latest edition.
 - Material used to fill voids at depths of 4" or less shall be Loam.
 - Permanent surface restoration (i.e. placement of seed and lime at finished grade surface.)

All material types and methods of execution shall be as specified in Appendix C, unless otherwise noted above. The vendor(s) selected shall be responsible for providing all materials, equipment, manpower, tools and incidentals necessary to fulfill the requirements of this contract to the satisfaction of the Owner.

5.0 - Insurance

The vendor shall maintain and keep in force such comprehensive general liability insurance as shall protect them from claims which may arise from operations under any contract entered into with the City of Pawtucket, whether such operations be by themselves or by anyone directly or indirectly employed by them.

The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

The City of Pawtucket shall be named as additional insured on the vendor's General Liability Policy.

The vendor shall maintain and keep in force such Workers' compensation insurance limits as required by the statutes of the State of Rhode Island, and Employer's Liability with limits no less than \$500,000.

6.0 - Acknowledgement of Risk & Hold Harmless Agreement

In addition to the indemnity provisions in the City of Pawtucket's Terms and Conditions of Purchase and to the fullest extent permitted by law, the selected vendor, its officers, agents, servants, employees, parents, subsidiaries, partners, officers, directors, attorneys, insurers, and/or affiliates (Releasors) agree to release, waive, discharge and covenant not to sue the City of Pawtucket, its officers, agents, servants or employees (Releasees) from any and all liability, claims, cross-claims, rights in law or in equity, agreements, promises demands, actions and causes of action whatsoever arising out of or related to any loss, damage, expenses (including without limitation, all legal fees, expenses, interest and penalties) or injury (including death), of any type, kind or nature whatsoever, whether based in contract, tort, warranty, or other legal, statutory, or equitable theory of recovery, which relate to or arise out of the Releasors use of or presence in and/or on City of Pawtucket property. The Releasors agree to defend, indemnify and hold harmless the Releasees from (a) any and all claims, loss, liability, damages or costs by any person, firm, corporation or other entity claiming by, through or under Releasors in any capacity whatsoever, including all subrogation claims and/or claims for reimbursement, including any court costs and attorneys fees, that may incur due to Releasors use of or presence in and on City of Pawtucket property; and (b) any and all legal actions, including third-party actions, cross-actions, and/or claims for contribution and/or indemnity with respect to any claims by any other persons, entities, parties, which relate to or arise out of Releasors use of or presence in and on City of Pawtucket property.

The Releasors acknowledge the risks that may be involved and hazards connected with use of or presence in and on City of Pawtucket property but elect to provide services under any contract with the City of Pawtucket with full knowledge of such risks. Releasors also acknowledge that any loss, damage, and/or injury sustained by Releasors is not covered by Releasees insurance. Releasors agree to become fully aware of any safety risks involved with the performance of services under any contract with the City of Pawtucket and any safety precautions that need to be followed and agree to take all such precautions.

The duty to indemnify and/or hold harmless the City of Pawtucket shall not be limited by the insurance required under the City of Pawtucket Terms and Conditions of Purchase.

7.0 - Additional Insurance Requirements

In addition to the insurance provisions in the City of Pawtucket Terms and Conditions of Purchase, the liability insurance coverage, except Professional Liability, Errors and Omissions or Workers' Compensation insurance required for performance of a contract with the City of Pawtucket shall include the City of Pawtucket, its divisions, officers and employees as Additional Insured but only with respect to the selected vendor's activities under the contract. The insurance required through a policy or endorsement shall include:

- A. a Waiver of Subrogation waiving any right to recovery the insurance company may have against the City of Pawtucket; and

- B. a provision that the selected vendor's insurance coverage shall be primary with respect to any insurance, self insurance or self retention maintained by the City of Pawtucket and that any insurance, self insurance or self retention maintained by the City of Pawtucket shall be in excess of the selected vendor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty (30) days written notice from the selected vendor or its insurer(s) to the City of Pawtucket's Purchasing Agent. Any failure to comply with the reporting provision of this clause shall be grounds for immediate termination of the contract with the City of Pawtucket.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the City of Pawtucket. The selected vendor shall pay for all deductibles, self-insured retentions and/or self-insurance included hereunder.

The City of Pawtucket's Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

8.0 - Proposal Content and Organization

All bids must be submitted on the forms supplied in Section 11.0 and shall be subject to all requirements of the Contract Documents, including these instructions to bidders. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder. Pricing must include all costs as specified in this solicitation.

The Owner may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

Bid Documents, including the Bid, the Bid Bond, the Non-Collusion Affidavit, the Anti-Kickback Acknowledgment, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in a sealed envelope which shall be clearly labeled with the words, **"2015-2018 Citywide Tree Service, Bid #15-007"** as well as name of Bidder, and date of bid opening.

All Bid Forms must be signed.

If the Contract is awarded, it will be awarded by the Owner to a responsible Bidder on the basis of the lowest qualified bid price and the selected Alternative Bid items, if any.

Vendors must include on the Bid Form a list of at least four (4) references with whom they have contracted to do similar work by including the company name, telephone number, contact person, and number of years they have served this customer. Preferably, references should be municipalities which are of approximate size as the City of Pawtucket, and a website address should be included if available.

Respondents must also include an overview of their company's experience including, but not limited to, the number of years the company has been providing these services, the size of the company (including the number of employees and locations), a description of work undertaken that is similar to what is being requested in this RFP, and, if applicable, certifications that show a knowledge of equipment that would be serviced or provided under this contract.

If any subcontractors are to be used in the performance of any work contracted for under this RFP, please list their name(s), contractor license #, address and phone number, and specific description of the subcontract work to be performed.

Four (4) copies of your proposal, one (1) original and three (3) copies, must be submitted at the time of submission. Proposals must be in the following format:

Bid Form

Company overview

Length of time your firm has been in business

Length of time at current address

All licensing (List types and business license number(s)), certification and permits as required in the Scope of Work

Please state any and all additions, deletions, and exceptions, if any, that you are taking to any portion of this proposal. If not addressed specifically, the City of Pawtucket assumes that the vendor will adhere to all terms and conditions listed in this RFP.

Submission of a proposal is acknowledgement and acceptance of the City of Pawtucket's Purchasing Rules and Regulations and General Terms and Conditions of Purchase.

9.0 - Evaluation Criteria

The evaluation of proposals will be conducted in a time frame convenient to the City.

The City of Pawtucket reserves the right to award on the basis of cost alone, accept or reject any or all proposals, and to otherwise act in its best interest including, but not limited to, directly negotiating with any Supplier who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. Further, the City reserves the right to waive irregularities it may deem minor in its consideration of proposals.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The City of Pawtucket may elect to require presentations(s) by vendors in consideration for award.

Proposals will be evaluated in three (3) phases:

1. The first phase is an initial review to determine if the proposal, as submitted, is complete. To be complete, a proposal must meet all the requirements of this RFP.
2. The second phase is an in-depth analysis and review based on criteria below and their associated weights.

<u>Evaluation Criteria</u>	<u>Importance</u>
Experience/Qualifications	30%
References	15%
Price	55%

3. The third is a comparison of each proposal's weighted evaluation relative to the costs proposed.

In the event that the City requires further information and/or a demonstration of any equipment or process offered in any proposal, all vendors asked for same will do so at no cost to the City.

10.0 - Miscellaneous

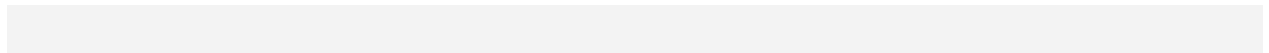
Vendors shall at all times comply with all federal, state, and local laws, ordinances and regulations and shall defend, indemnify and save harmless the City of Pawtucket against any claims arising from the violation of any such laws, ordinances and regulations, including but not limited to challenges as to the legality of any and all vendor installations.

The City is exempt from the payment of the Rhode Island State Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended. Further, the City is also exempt from the payment of any excise or federal transportation taxes. The proposal prices submitted must be exclusive of same, and will be so construed.

The City of Pawtucket reserves the right to cancel an agreement with the Vendor with thirty (30) days written notice and to award the contract to the next highest evaluated bidder.

The City of Pawtucket reserves the right to renegotiate the terms of this contract with the Vendor for subsequent years provided the Vendor agrees to the contract terms for the renewal period.

The payment and performance of any obligations under this contract for years beyond the first fiscal year are subject to the availability of funds.



11.0 – Bid Form

15-007 – 2015-2018 Citywide Tree Service

Date: _____

Submitted By: _____

(Include Name, Address and Telephone No.) _____

Name and remittance address that will appear on invoices:

Physical address of business:

General Information

Is your firm a sole proprietorship doing business under a different name? ____ Yes
____ No

If yes, please indicate sole proprietorship, a name, and the name you are doing business under.

Is your firm incorporated? ____ Yes ____ No

Will any of the work spelled out in this bid be outsourced? ____ Yes ____ No

If so, please explain below:

Have you or your firm been subject to suspension, debarment or criminal conviction by the City of Pawtucket, the State of Rhode Island, or any other jurisdiction?

Yes: _____ No: _____

Have the City of Pawtucket and/or the State of Rhode Island ever terminated contracts with your firm for cause?

Yes: _____ No: _____

Has your firm ever withdrawn from a contract with the City of Pawtucket and/or the State of Rhode Island during its performance?

Yes: _____ No: _____

Have you or your firm been involved in litigation against the City of Pawtucket and/or the State of Rhode Island.

Yes: _____ No: _____

If you answered yes to any of the foregoing, please explain the circumstances below. If you or your firm has been involved in litigation against the City of Pawtucket and/or the State of Rhode Island, please include the case caption, case number and status. (If more space is needed, please attach separate sheet and submit with the bid.)

Is your company bonded? Yes ____ No ____

Please describe the nature and extent of all insurance coverage:

Addenda

The following Addenda have been received. The noted modifications to the Bidding Documents have been considered and all costs are included in the Bid Sum.

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

References

Please list at least four (4) companies' with whom you have contracted to provide similar services. Preferably, references should be municipalities which are of approximate size as the City of Pawtucket, and a website address should be included if available.

Reference #1

Company Name: _____

Contact Person: _____ Telephone #: _____

Contract Dates: _____ To _____

Website Address: _____

Reference # 2

Company Name: _____

Contact Person: _____ Telephone #: _____

Contract Dates: _____ To _____

Website Address: _____

Reference # 3

Company Name: _____

Contact Person: _____ Telephone #: _____

Contract Dates: _____ To _____

Website Address: _____

Reference # 4

Company Name: _____

Contact Person: _____ Telephone #: _____

Contract Dates: _____ To _____

Website Address: _____

Pricing Proposal

15-007

1.00 OFFER:

- A. Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the City of Pawtucket, we, the undersigned, hereby offer to enter into a Contract to perform the Work, **2015-2018 Citywide Tree Service**, for the amount indicated below, subject to the additions and deductions according to the terms of the Contract Documents and as stated below. The undersigned will provide all necessary and proper material, machinery, equipment, facilities, and means to complete the Work.
- B. The undersigned hereby understands that the City of Pawtucket (Owner) has the right to reject any and all bids and to award the contract in the best interests of the Owner. The Owner reserves the right to award the entire project or delete portions of the work to funds available, whichever is in the best interest of the Owner.
- C. The undersigned also understands that the contract must be carried out in strict accordance with the contract documents.
- D. The amount noted below represents the sum of the subtotal costs indicated on the unit price bid forms for Years 1, 2, and 3 of the contract.

Total Price: \$.....dollars,
(amount in words)

(\$.....) in lawful money of the United States of America and,
(in figures)

We have included herewith, the unit price bid forms and the required security deposit or Bid Bond as required by the Instruction to Bidders.

Unit Price Bid Forms

CONTRACT YEAR 1 - APRIL 1, 2015 TO MARCH 31, 2016

Payment Item	Estimated Quantity (YR 1)	Units	Unit Bid Price (\$USD)	Unit Subtotal (\$USD)
Laborer	1	HOUR	/ hour	
OVERTIME for Laborer	1	HOUR	/ hour	
Tree Climber	1	HOUR	/ hour	
OVERTIME for Tree Climber	1	HOUR	/ hour	
Flagger	1	HOUR	/ hour	
OVERTIME for Flagger	1	HOUR	/ hour	
Equipment Operator	1	HOUR	/ hour	
OVERTIME for Equipment Operator	1	HOUR	/ hour	
Log Truck (Minimum 30-cubic-yard storage capacity)	1	HOUR	/ hour	
Dump Truck (Storage capacity between 2-6 cubic yards)	1	HOUR	/ hour	
Dump Truck (Storage capacity between 10-22 cubic yards)	1	HOUR	/ hour	
Roll-Off Dumpster Truck (Storage capacity between 30-50 cubic yards)	1	HOUR	/ hour	
Live-body Tractor Trailer (Minimum 90-cubic-yard storage capacity)	1	HOUR	/ hour	
Crane (Minimum 100-foot reach)	1	HOUR	/ hour	
Spray Rig (Reservoir capacity between 100-500 gallons)	1	HOUR	/ hour	
Tub Grinder	1	HOUR	/ hour	
Bucket / Chip Truck (with Chipper) (Minimum 60-foot reach & 12 cubic-yard storage capacity)	1	HOUR	/ hour	

AMOUNT CARRIED FORWARD (\$USD), YR1:

CONTRACT YEAR 1 - APRIL 1, 2015 TO MARCH 31, 2016

Payment Item	Estimated Quantity (YR 1)	Units	Unit Bid Price (\$USD)	Unit Subtotal (\$USD)
Stump Grinding with Backfill of Voids & Surface Restoration All labor, equipment, & incidental costs included (6" - 12" Caliper Tree)	25	EACH	/ each	
Stump Grinding with Backfill of Voids & Surface Restoration All labor, equipment, & incidental costs included (13" - 24" Caliper Tree)	25	EACH	/ each	
Stump Grinding with Backfill of Voids & Surface Restoration All labor, equipment, & incidental costs included (25" and greater Caliper Tree)	10	EACH	/ each	
Stump Removal with Backfill of Voids & Surface Restoration All labor, equipment, & incidental costs included (6" - 12" Caliper Tree)	25	EACH	/ each	
Stump Removal with Backfill of Voids & Surface Restoration All labor, equipment, & incidental costs included (13" - 24" Caliper Tree)	25	EACH	/ each	
Stump Removal with Backfill of Voids & Surface Restoration All labor, equipment, & incidental costs included (25" and greater Caliper Tree)	10	EACH	/ each	
<p style="text-align: center;"><i>YEAR 1 SUBTOTAL (\$USD) =</i></p> <p style="text-align: center;"><i>YEAR 1 SUBTOTAL IN WORDS:</i></p>				

CONTRACT YEAR 2 - APRIL 1, 2016 TO MARCH 31, 2017

Payment Item	Estimated Quantity (YR 2)	Units	Unit Bid Price (\$USD)	Unit Subtotal (\$USD)
Laborer	1	HOURL	/ hour	
OVERTIME for Laborer	1	HOURL	/ hour	
Tree Climber	1	HOURL	/ hour	
OVERTIME for Tree Climber	1	HOURL	/ hour	
Flagger	1	HOURL	/ hour	
OVERTIME for Flagger	1	HOURL	/ hour	
Equipment Operator	1	HOURL	/ hour	
OVERTIME for Equipment Operator	1	HOURL	/ hour	
Log Truck (Minimum 30-cubic-yard storage capacity)	1	HOURL	/ hour	
Dump Truck (Storage capacity between 2-6 cubic yards)	1	HOURL	/ hour	
Dump Truck (Storage capacity between 10-22 cubic yards)	1	HOURL	/ hour	
Roll-Off Dumpster Truck (Storage capacity between 30-50 cubic yards)	1	HOURL	/ hour	
Live-body Tractor Trailer (Minimum 90-cubic-yard storage capacity)	1	HOURL	/ hour	
Crane (Minimum 100-foot reach)	1	HOURL	/ hour	
Spray Rig (Reservoir capacity between 100-500 gallons)	1	HOURL	/ hour	
Tub Grinder	1	HOURL	/ hour	
Bucket / Chip Truck (with Chipper) (Minimum 60-foot reach & 12 cubic-yard storage capacity)	1	HOURL	/ hour	

AMOUNT CARRIED FORWARD (\$USD), YR2:

CONTRACT YEAR 2 - APRIL 1, 2016 TO MARCH 31, 2017

Payment Item	Estimated Quantity (YR 2)	Units	Unit Bid Price (\$USD)	Unit Subtotal (\$USD)
Stump Grinding with Backfill of Voids & Surface Restoration All labor, equipment, & incidental costs included (6" - 12" Caliper Tree)	25	EACH	/ each	
Stump Grinding with Backfill of Voids & Surface Restoration All labor, equipment, & incidental costs included (13" - 24" Caliper Tree)	25	EACH	/ each	
Stump Grinding with Backfill of Voids & Surface Restoration All labor, equipment, & incidental costs included (25" and greater Caliper Tree)	10	EACH	/ each	
Stump Removal with Backfill of Voids & Surface Restoration All labor, equipment, & incidental costs included (6" - 12" Caliper Tree)	25	EACH	/ each	
Stump Removal with Backfill of Voids & Surface Restoration All labor, equipment, & incidental costs included (13" - 24" Caliper Tree)	25	EACH	/ each	
Stump Removal with Backfill of Voids & Surface Restoration All labor, equipment, & incidental costs included (25" and greater Caliper Tree)	10	EACH	/ each	
<p style="text-align: right;"><i>YEAR 2 SUBTOTAL (\$USD) =</i></p> <p style="text-align: right;"><i>YEAR 2 SUBTOTAL IN WORDS:</i></p>				

CONTRACT YEAR 3 - APRIL 1, 2017 TO MARCH 31, 2018

Payment Item	Estimated Quantity (YR 3)	Units	Unit Bid Price (\$USD)	Unit Subtotal (\$USD)
Laborer	1	HOUR	/ hour	
OVERTIME for Laborer	1	HOUR	/ hour	
Tree Climber	1	HOUR	/ hour	
OVERTIME for Tree Climber	1	HOUR	/ hour	
Flagger	1	HOUR	/ hour	
OVERTIME for Flagger	1	HOUR	/ hour	
Equipment Operator	1	HOUR	/ hour	
OVERTIME for Equipment Operator	1	HOUR	/ hour	
Log Truck (Minimum 30-cubic-yard storage capacity)	1	HOUR	/ hour	
Dump Truck (Storage capacity between 2-6 cubic yards)	1	HOUR	/ hour	
Dump Truck (Storage capacity between 10-22 cubic yards)	1	HOUR	/ hour	
Roll-Off Dumpster Truck (Storage capacity between 30-50 cubic yards)	1	HOUR	/ hour	
Live-body Tractor Trailer (Minimum 90-cubic-yard storage capacity)	1	HOUR	/ hour	
Crane (Minimum 100-foot reach)	1	HOUR	/ hour	
Spray Rig (Reservoir capacity between 100-500 gallons)	1	HOUR	/ hour	
Tub Grinder	1	HOUR	/ hour	
Bucket / Chip Truck (with Chipper) (Minimum 60-foot reach & 12 cubic-yard storage capacity)	1	HOUR	/ hour	

AMOUNT CARRIED FORWARD (\$USD), YR3:

CONTRACT YEAR 3 - APRIL 1, 2017 TO MARCH 31, 2018

Payment Item	Estimated Quantity (YR 3)	Units	Unit Bid Price (\$USD)	Unit Subtotal (\$USD)
Stump Grinding with Backfill of Voids & Surface Restoration All labor, equipment, & incidental costs included (6" - 12" Caliper Tree)	25	EACH	/ each	
Stump Grinding with Backfill of Voids & Surface Restoration All labor, equipment, & incidental costs included (13" - 24" Caliper Tree)	25	EACH	/ each	
Stump Grinding with Backfill of Voids & Surface Restoration All labor, equipment, & incidental costs included (25" and greater Caliper Tree)	10	EACH	/ each	
Stump Removal with Backfill of Voids & Surface Restoration All labor, equipment, & incidental costs included (6" - 12" Caliper Tree)	25	EACH	/ each	
Stump Removal with Backfill of Voids & Surface Restoration All labor, equipment, & incidental costs included (13" - 24" Caliper Tree)	25	EACH	/ each	
Stump Removal with Backfill of Voids & Surface Restoration All labor, equipment, & incidental costs included (25" and greater Caliper Tree)	10	EACH	/ each	
<p style="text-align: right;"><i>YEAR 3 SUBTOTAL (\$USD) =</i></p> <p style="text-align: right;"><i>YEAR 3 SUBTOTAL IN WORDS:</i></p>				

2.00 ACCEPTANCE:

If this Bid is accepted within the time stated in the contract documents, and we fail to commence the Work, the Bid Bond shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the Bid Bond or the difference between this Bid and the Bid upon which the Contract is executed.

In the event our Bid is not accepted within the time stated in the contract documents, the required Bid Bond shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

The City of Pawtucket reserves the right to increase or decrease the quantities stated in the bid at the unit prices quoted.

3.00 BID FORM SIGNATURE(S)

The Corporate Seal of

(Bidder - please print the full name of your Proprietorship, Partnership, or Corporation)

was hereunto affixed in the presence of:

(Authorized signing officer Title)

(Seal)

(Authorized signing officer Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

12 – Supplementary Conditions

100.0 CLAIMS FOR EXTRA COST

100.1 If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, they shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit their protest thereto in writing to the Owner stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

100.2 Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, site location, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material or performing more work than would be reasonably estimated from the Drawings and map issued.

100.3 Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by them from the Owner.

100.4 If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Section 110 hereof.

101.0 TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

101.1 Termination of Contract. If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the Owner by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Owner may take over the work and prosecute the same to completion of the work and the Contractor shall also be liable to the Owner in its completion of the work and the Contractor shall also be liable to the Owner for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work, such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore.

101.2 Liquidated Damages for Delays. If the work be not completed within the time stipulated in Section 402 hereof, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section 403 hereof and the Contractor and his sureties shall be liable to the Owner for the amount thereof.

101.3 Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due.

101.3.1 To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency.

101.3.2 To any acts of the Owner.

101.3.3 To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the Public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricane, tornadoes, cyclones and other extreme weather conditions; and

101.3.4 To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs 1, 2 and 3 of this paragraph 101.3.

Provided, however, that the Contractor promptly notify the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

102.0 SAMPLES, CERTIFICATES AND TESTS

102.1 The Contractor shall submit all material or equipment samples, certificates, affidavits, etc. as called for in the contract documents or required by the Owner promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Owner. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the property for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the products, its place or origin, the name and address of the producer and all specifications or other detailed information which will assist the Owner in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

102.2 Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Owner will have such check tests made as they deem necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories, which fail to meet check tests have been incorporated in the work, the Owner will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

102.3 Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

102.3.1 The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes except those samples taken on the project by the Owner;

102.3.2. The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;

102.3.3 The Contractor shall assure all cost of testing materials offered in substitution of those found deficient; and

102.3.4 The Owner will pay all other expenses.

103.0 PERMITS AND CODES

103.1 The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the

Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at the variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Owner, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the Change had been made before the Contractor commenced work on the items involved.

103.2 The Contractor shall at their own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

103.3 The Contractor shall comply with applicable local laws and ordinances governing excavations and the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

104.0 CARE OF WORK

104.1 The Contractor shall be responsible for all damages to person or property that occur as a result of their fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Owner.

104.2 The Contractor shall provide, where necessary and as requested by the Owner, sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

104.3 In an emergency affecting and safety of life, limb or property, including adjoining property, the Contractor without special instructions or authorization from the Owner is authorized to act at their discretion to prevent such threatened loss or injury, and they shall so act. They shall likewise act if instructed to do so by the Owner. Any compensation claimed by

the Contractor on account of such emergency work will be determined by the Owner as provided in Section 110 hereof.

104.4 The Contractor shall avoid damage as a result of their operations to existing sidewalks, streets, curbs, pavements, utilities, (except those which are to be replaced or removed), adjoining property, etc., and they shall at their own expense completely repair any damage thereto caused by their operations.

104.5 The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property Owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury of damage to adjoining and adjacent structures and their premises.

105.0 ACCIDENT PREVENTION

105.1 The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Owner may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident prevention in Construction" published by the Associates General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

105.2 The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.

105.3 The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

106.0 USE OF PREMISES

106.1 The Contractor shall confine their equipment, storage of materials and construction operations to the Contract limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Owner and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

106.2 The Contractor shall comply with all reasonable instructions of the Owner and the ordinances and codes of the Local Government, regarding signs, advertising, traffic, fires, explosives, danger signals, barricades and fire prevention.

107.0 REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and

public rights of way reasonably clear. Upon completion of the work, the Contractor shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the work site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Owner and existing State and Local regulations.

108.0 INSPECTION

108.1 All materials and workmanship shall be subject to inspection, examination, or test by the Owner and the Engineer at any and all times during manufacture of construction and at any and all places where such manufacture or construction is carried on. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with correction of rejected workmanship or defective material, the Owner may by Contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

108.2 The Contractor shall furnish promptly all materials reasonably necessary for any tests, which may be required. (See Section 102 hereof). All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

108.3 The Contractor shall notify the Owner sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities all at their own expense, when so requested by the Owner.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or their subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed by the Contractor and they shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

108.4 Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whatever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

108.5 Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor of their sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

109.0 REVIEW BY THE OWNER

The Owner, its authorized representatives and agents and the Representative for the Secretary (as defined under GENERAL CONDITIONS, PART II) shall, at all times, have access to, and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

110.0 FINAL INSPECTION

110.1 When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date, which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Owner having charge of inspection. If the Owner determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will include representatives of each department of the Local Government having in charge Improvements of like character when such Improvements are later to be accepted by the Local Government.

111.0 DEDUCTION FOR UNCORRECTED WORK

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

112.0 INSURANCE

See Section 5.0 Insurance for information.

113.0 PATENTS

The Contractor shall hold and save the Owner its officers, and employees, harmless from liability of any nature of kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner unless otherwise specifically stipulated in the Technical Specifications.

114.0 WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditioned sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by them to the Owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The

provisions of this paragraph shall be inserted in all subcontracts and materials contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal Contract is entered into for such materials.

115.0 GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness.

116.0 CONTRACTOR TO MAKE OWN EXAMINATION

Plans, calculations, estimates of quantities, and any statements made in the Instructions to Bidders or otherwise as to the conditions under which the work is to be performed are not guaranteed by the Owner to be correct or to be a complete representation of all existing data on conditions affecting work, and the Contractor agrees that they have made their examination and will make no claim for damages on account of any errors, inaccuracies or omissions that may be found.

The Contractor shall not take any advantage or have any claim for damages on account of any discrepancy, error or omission in any plans, calculations, estimates of quantities, or any statement made in the Instructions to Bidders or otherwise as to the conditions under which the work is to be performed, and they shall report such discrepancy, error or omission to the Owner in writing as soon as it comes to their knowledge, and before proceeding with work related to such discrepancy, error or omission. Any correction or modification of the plans or specifications may be made by the Owner when necessary, in their opinion, for the proper fulfillment of their purpose or for their proper interpretation.

13 – Special Conditions for Project #15-007

SPECIAL CONDITIONS FOR

2015-2018 CITYWIDE TREE SERVICE PAWTUCKET, RHODE ISLAND

402.0 TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor.

The rate of progress shall be such that the whole work shall be performed in accordance with the terms of this contract within the number of calendar days after the date of execution of the contract as herein stipulated, unless the expected as any part may be delayed under the provisions of this contract. The work shall be pursued in a continuous, diligent, and uniform manner throughout the project until completion.

It is agreed that the rates of progress herein required has been purposely made low enough to allow for the ordinary delays incident to construction work of this character. No extension of time will be made for ordinary delays, inclement weather and accidents, and the occurrence of such will not relieve the Contractor from the necessity of maintaining this rate of progress.

If delays are caused by acts of God, acts of Government or State, strikes extra work, floods or other contingencies clearly beyond the control or responsibility of the Contractor, the Contractor shall be entitled to so much additional time wherein to perform and complete this contract on his part as the Engineer shall certify in writing to be just.

403.0 LIQUIDATED DAMAGES

(REDACTED)

404.0 RESPONSIBILITIES OF CONTRACTOR

404.1 Except as otherwise specifically stated in the Contract Documents, and Technical Specifications, the Contract shall provide and pay for all materials, tools, labor, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fee or other expenses, and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements embraced in this Contract complete in every respect within the specified time.

404.2 All materials, workmanship, methods and practices shall conform to the current Standards of the Rhode Island Standard Specifications for Road and Bridge Construction, 2010 edition, including all corrections, all issued compilation of approved specifications, and addendum to date and all general requirements and special requirements contained in this project specifications. All work zone traffic control shall be in accordance with the manual on uniform traffic control devices, 2009 edition.

404.3 The Contractor shall be responsible for detailed layout, all stakeout and grade control, and shall employ a registered engineer or a registered land surveyor for this purpose as may be necessary. The Owner will provide engineering and inspection.

404.4 The Contractor shall verify dimensions shown on the plans and if any inconsistencies or discrepancies should be noted on the Drawings and the Specifications, he/she shall immediately notify the Owner. The Contractor will be held responsible for any errors resulting from his/her failure to exercise the aforementioned precaution.

404.5 As soon as the Contract is executed, the Contractor shall order any materials necessary and not supplied by the Owner, submit construction schedules as hereinafter specified, and otherwise anticipate the Notice to Proceed. When the Owner gives the Notice to Proceed, the work of construction shall begin at the time stipulated therein and shall be completed within the Time for Completion specified.

404.6 It is the Contractor's responsibility to make his/her own investigation and related assumptions and to satisfy himself as to subsurface conditions and to insure that these are reflected in the prices bid. No change or extra to the price will be accepted due to subsurface conditions or utility locations.

The determination of location and subsequent maintenance and protection of existing subsurface and above ground utilities are the sole responsibility of the Contractor; claims resulting from damage to such by the Contractor will be settled by the Contractor at his/her expense in accordance with the Contract.

404.7 The Contractor shall, at his/her own expense, take out all necessary permits from the county, municipal, or other public authorities; shall give all notices required by law or ordinances; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the work covered by this Contract.

404.8 RESPONSIBILITY FOR MATERIAL FURNISHED BY OWNER: The Contractor's responsibility for material furnished by the Owner shall begin upon Contractor's acceptance at the point of delivery to him. All such material shall be examined, and material defective in manufacture and/or otherwise damaged shall be rejected by the Contractor at the time and place of delivery to him and replaced by the Owner. Material furnished by the Owner which is accepted by the Contractor, but is discovered prior to final acceptance of the work, (1) to be defective in manufacture, shall be replaced by the Owner; (2) to have been damaged before or after acceptance by the Contractor, shall be replaced by the Contractor. Once accepted by the Contractor at the point of delivery to him, all defective and/or damaged material discovered prior to final acceptance of the work shall be removed by the Contractor and he shall install, at his own expense, the material replaced, in its stead, by the Owner or Contractor. In such case, the Contractor shall furnish all labor, equipment, and material incidental to replacement and necessary for the completion of the work to the satisfaction of the Engineer.

404.9 RESPONSIBILITY FOR SAFE STORAGE: The Contractor shall be responsible for the safe storage of all material furnished to or by him and accepted by him until it has been incorporated in the completed project.

405.0 COMMUNICATIONS

405.1 All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

405.2 Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other offices as the Contractor may from time to time designate in writing to the Owner), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for translation, in each case addressed to such office.

405.3 All papers; required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the CITY OF PAWTUCKET, DEPARTMENT OF PUBLIC WORKS, 250 Armistice Boulevard, Pawtucket, Rhode Island, 02860; any notice to or demands upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or email to said Owner at such address, or to such other representative of the Owner or to such other address, as the Owner may subsequently specify in writing to the Contractor for such purpose.

405.4 Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing when the same should have been received in due course of post) at the time of actual receipt, as the case may be.

406.0 PARTIAL USE OF SITE IMPROVEMENTS

The Owner, at its elections may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected, and can be accepted as complying with the Technical Specifications and if in its opinion, each such section is reasonably safe, fit and convenient, for the use and accommodation for which it was intended, provided;

406.1 The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

406.2 The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

406.3 The use of such sections shall in no way relieve the Contractor or his liability due to having used defective materials or to poor workmanship.

406.4 The period of guarantee shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

407.0 CONTRACT DOCUMENTS AND DRAWINGS

(REDACTED)

408.0 NIGHT, SATURDAY AND SUNDAY WORK

(REDACTED)

409.0 EMPLOY SUFFICIENT LABOR AND EQUIPMENT

If, in the opinion of the Engineer, the Contractor is not employing sufficient labor or equipment to complete this contract within the time specified the Owner may, after giving written notice, require said Contractor to employ such additional labor and equipment as may be necessary to enable said work to progress properly.

410.0 INTOXICATING LIQUORS

The Contractor shall not sell and shall neither permit or suffer the introduction or use of intoxicating liquors upon or about the work embraced in this contract.

411.0 ACCESS TO WORK

The Owner and the Engineer, and their agents and employees may, for purposes already specified and for any other purpose, enter upon the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefor.

412.0 TIME OF BEGINNING WORK

412.1 Except as herein provided, the Contractor shall commence work at such points as the Engineer may approve, within ten (10) days after the execution of this contract by the Owner.

412.2 Such time of starting may be postponed by written agreement between the Owner and the Contractor because of expected delays in receipt of materials and equipment, or if the season be unsuitable for commencement of the work, or because of other contingency clearly beyond the control or responsibility of the Contractor. Unless stipulated otherwise in said agreement, the Contractor shall commence work at such points as the Engineer may direct or approve, within 10 days after the receipt of a written order from the Owner to start work.

413.0 PROVISIONS FOR TRAFFIC

413.1 The Contractor shall not close or obstruct any portion of a street without obtaining permits for from the proper municipal authorities. If any street or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Owner.

413.2 Streets, roads, private ways, and walks shall be maintained passable by the Contractor at his expense, and the Contractor shall assume full responsibility for the adequacy and safety of provisions made. He shall conduct his construction operations such that interference with the flow of traffic will be held to a minimum.

413.3 The Contractor shall cooperate in every way possible with the municipal authorities maintaining a flow of traffic through the site. The Contractor shall notify the Pawtucket Police Department when any street is to be closed regardless of the length of time or time of day.

413.4 All detours shall be signed and lighted as directed by the City of Pawtucket.

414.0 COORDINATION WITH OUTSIDE PARTIES

414.1 The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. He shall at his own expense, wherever necessary or required, maintain fences, furnish watchmen, maintain lights and take such other precautions as may be necessary to protect life and property.

414.2 The Contractor shall take all responsibility for the protection of the work and for preventing injuries to persons and damage to property and utilities on or about the work. He shall not be relieved of his responsibility by any right of the City to give permission or issue orders relating to any part of the work, or by any such permission given or orders issued, or by failure of the Engineer to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the Owner on account of the amount of character of the work, or because nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather, elements or other causes. The Contractor shall assume the defense of all claims or whatsoever character against the Contractor or the Owner, and indemnify, save harmless and insure the Owner, its officers or agents, against all claims arising out of injury or damage to persons, corporation, or property, whether said claims are for unavoidable damage or not, and from all claims relating to labor and materials furnished for the work. The Contractor shall not be required to indemnify the Owner against damage or claims

occasioned by acts of the Owner, except otherwise provided in the articles relative to patents and responsibilities.

415.0 DELAY BY OWNER

The Owner may delay the beginning of the work or any part thereof, if the necessary lands or rights-of-way, or materials for such work shall not have been obtained. The Contractor shall have no claim for damages on account of such delay, but shall be entitled to so much additional time wherein to perform and complete this contract on his part as the City shall certify in writing to be just.

416.0 REGISTRATION OF MOTOR VEHICLES

(REDACTED)

417.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

418.0 SAFETY AND HEALTH REGULATIONS

These construction documents, and the joint and several phases of construction hereby contemplated are to be governed, at all times by applicable provisions of the Federal law(s), including but not limited to, the latest amendments of the following:

- (1) Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596;
- (2) Part 1910 - Occupation Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
- (3) Part 1518 - Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

In the event of any inconsistencies between the above laws and regulations and the provisions of these documents, the laws and regulations shall prevail.

419.0 NOTIFICATION OF EXCAVATION TO UTILITIES

The Contractor shall provide a minimum of two working days notice to "Dig Safe" (1-800-225-4977) and any other appropriate utility before the Contractor begins excavation.

Appendix A

ANTI-KICKBACK ACKNOWLEDGMENT

ALL BIDDERS/OFFERORS MUST ATTEST TO THE FOLLOWING:

The vendor acknowledges, under the pains and penalties of perjury, that he/she has not been offered, paid, or solicited for any contribution or compensation, nor has he/she been granted a gift, gratuity, or other consideration, either directly or indirectly by any officer, employee or member of the governing body of the City of Pawtucket who exercises any functions or responsibilities in connection with either the award or execution of the project to which this contract pertains.

Further, the vendor acknowledges, under the pains and penalties of perjury, that he/she has not offered, paid, or solicited by way of any contribution or compensation, nor has he/she granted a gift, gratuity or other consideration either directly or indirectly to any officer, employee, or member of the governing body of the City of Pawtucket who exercises any functions or responsibilities in connection with either the award or execution of the project to which this project or contract pertains.

SIGNATURE OF OFFEROR

DATE

TITLE

COMPANY

Title of RFP:

Appendix B

CITY OF PAWTUCKET GENERAL TERMS AND CONDITIONS OF PURCHASE

Preamble

The City of Pawtucket's Purchasing Office may, from time to time, make amendments to the General Terms and Conditions when the City of Pawtucket's Purchasing Agent determines that such amendments are in the best interest of the City of Pawtucket. Amendments shall be made available for public inspection at the Purchasing Office located in Pawtucket City Hall but shall not require formal public notice and hearing. Copies of the Terms and Conditions shall be provided to any individual or firm requesting them.

CITY OF PAWTUCKET'S PURCHASING OFFICE GENERAL CONDITIONS OF PURCHASE

All City of Pawtucket purchase orders, contracts, solicitations, delivery orders and service requests shall incorporate and be subject to the provisions of Rhode Island General Laws 8-15-4 and the City of Pawtucket purchasing rules and regulations adopted pursuant thereto, all other applicable provisions of the Rhode Island General Laws, the Pawtucket City Charter, specific requirements described in the Request or Contract, and the following General Conditions of Purchase:

1. **GENERAL**

All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the terms "bidder" and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter into contracts with the City of Pawtucket, or with whom a contract is executed by the City of Pawtucket's Purchasing Agent, and the term "contractor" shall have the same meaning as "vendor".

2. **ENTIRE AGREEMENT**

The City of Pawtucket's Purchase Order, or other City of Pawtucket contract endorsed by the City of Pawtucket Purchasing Office, shall constitute the entire and exclusive agreement between the City of Pawtucket and any contractor receiving an award. In the event any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

All communication between the City of Pawtucket and any contractor pertaining to any award or contract shall be accomplished in writing.

- a. Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the City of Pawtucket Purchasing Agent of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the City of Pawtucket. This shall bind the bidder on his part to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the City of Pawtucket on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on Purchase Orders issued by the City of Pawtucket to the contractors.
- b. No alterations or variations of the terms of the contract shall be valid or binding upon the City of Pawtucket unless submitted in writing and accepted by the City of Pawtucket Purchasing Agent. All orders and changes thereof must emanate from the City of Pawtucket Purchasing Office: no oral agreement or arrangement made by a contractor with a department or employee will be considered to be binding on the City of Pawtucket Purchasing Agent, and may be disregarded.
- c. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless:

1. terminated prior to expiration date by satisfactory delivery against orders of entire quantities, or
2. extended upon written authorization of the City of Pawtucket Purchasing Agent and accepted by the contractor, to permit ordering of the unordered balances or additional quantities at the contract price and in accordance with the contract terms, or
3. canceled by the City of Pawtucket in accordance with other provisions stated herein.
 - d. It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the City of Pawtucket Purchasing Agent.
 - e. If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the City of Pawtucket Purchasing Office, and expressly accepted.
 - f. The contractor or bidder further warrants by submission of an offer or acceptance of a purchase order or other contract that he has no knowledge at the time of such action of any outstanding and delinquent or otherwise unsettled debt owed by him to the City of Pawtucket, and agrees that later discovery by the City of Pawtucket Purchasing Agent that this warranty was given in spite of such knowledge, except where the matter is pending in hearing or from any appeal therefrom, shall form reasonable grounds for termination of the contract.

3. SUBCONTRACTS

No subcontracts or collateral agreements shall be permitted, except with the City of Pawtucket's express written consent. Upon request, contractors must submit to the City of Pawtucket Purchasing Office a list of all subcontractors to be employed in the performance of any Purchase Order or other contract arising from this Request.

4. RELATIONSHIP OF PARTIES

The contractor or bidder warrants, by submission of an offer or acceptance of a purchase order or other contract, that he is not an employee, agent, or servant of the City of Pawtucket, and that he is fully qualified and capable in all material regards to provide the specified goods and services. Nothing herein shall be construed as creating any contractual relationship or obligation between the City of Pawtucket and any sub-bidder, subcontractor, supplier, or employee of the contractor or offeror.

5. COSTS OF PREPARATION

All costs associated with the preparation, development, or submission of bids or other offers will be borne by the offeror. The City of Pawtucket will not reimburse any offeror for such costs.

6. SPECIFIED QUANTITY REQUIREMENT

Except where expressly specified to the contrary, all solicitations and contracts are predicated on a specified quantity of goods or services, or for a specified level of funding.

- a. The City of Pawtucket reserves the right to modify the quantity, scope of service, date of delivery or completion, or funding of any contract, with no penalty or charge, by written notice to the contractor, except where alternate terms have been expressly made a part of the contract.
- b. The City of Pawtucket shall not accept quantities in excess of the specified quantity except where the item is normally sold by weight (where sold by weight, the City of Pawtucket will not accept quantities greater than ten per cent [10%] of the specified quantity), or where the Request or Contract provides for awards for other than exact quantities.

- c. Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicit with the mutual consent of the contractor and the City of Pawtucket, where determined by the City of Pawtucket Purchasing Agent to be in the City of Pawtucket's best interest.
7. **TERM AND RENEWAL**
Where offers have been requested or contracts awarded for terms exceeding periods of twelve (12) months, it is mutually understood and agreed that the City of Pawtucket's commitment is limited to a base term not to exceed twelve (12) months, subject to renewal annually at the City of Pawtucket's sole option for successive terms as otherwise described, except where expressly specified to the contrary. Purchase orders appearing to commit to obligations of funding or terms of performance may be executed for administrative convenience, but are otherwise subject to this provision, and in such cases the City of Pawtucket's renewal shall be deemed to be automatic, conditional on the continued availability of appropriated funds for the purpose, except as written notice of the City of Pawtucket's intent not to renew is served.
8. **DELIVERY/COMPLETION**
Delivery must be made as ordered and/or projects completed in accordance with the proposal. If delivery qualifications do not appear on the bidder's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. If the project completion date is not specified in the proposal, the date shall be determined by the City of Pawtucket Purchasing Agent. The decision of the City of Pawtucket Purchasing Agent, as to reasonable compliance with the delivery terms, and date of completion shall be final. Burden of proof of delay in receipt of order shall rest with the contractor. No delivery charges shall be added to invoices except when authorized on the Purchase Order.
9. **FOREIGN CORPORATIONS**
In accordance with Title 7 Chapter 1.1 ("Business Corporations") of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.
10. **PRICING**
All pricing offered or extended to the City of Pawtucket is considered to be firm and fixed unless expressly provided for to the contrary. All prices shall be quoted F.O.B. Destination with freight costs included in the unit cost to be paid by the City of Pawtucket, except, where the Request or Contract permits, offers reflecting F.O.B. Shipping Point will be considered, and freight costs may then be prepaid and added to the invoice.
11. **COLLUSION**
Bidder or contractor warrants that he has not, directly or indirectly, entered into any agree participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the bid.
12. **PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES**
Bidder or contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the City of Pawtucket for the purpose of obtaining any contract or award issued by the City of Pawtucket. Bidder or contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the City of Pawtucket, except as shall have been expressly communicated to the City of Pawtucket Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the City of Pawtucket of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.
13. **AWARDS**
Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of ninety (90) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the City of Pawtucket Purchasing Agent.

- a. Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the City of Pawtucket. The City of Pawtucket reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.
- b. The City of Pawtucket reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the City of Pawtucket may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the City of Pawtucket to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.
- c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the City of Pawtucket may, at the option of the City of Pawtucket, be
 - 1. rejected as being non-responsive, or
 - 2. set aside in favor of the City of Pawtucket's terms and conditions (with the consent of the bidder), or
 - 3. accepted, where the City of Pawtucket Purchasing Agent determines that such acceptance best serves the interests of the City of Pawtucket.
 Acceptance or rejection of alternate or counter-offers by the City of Pawtucket shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.
- d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.
- e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.
- f. The City of Pawtucket Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.
- g. The City of Pawtucket Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the City of Pawtucket will be served by so doing.
- h. The City of Pawtucket Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.
- i. Preference may be given to bids on products raised or manufactured in the City of Pawtucket or State of Rhode Island, other things being equal.
- j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.
- k. The City of Pawtucket Purchasing Agent reserves the right to act in the City of Pawtucket's best interests regarding awards caused by clerical errors by the City of Pawtucket Purchasing Office.

14. **SUSPENSION AND DEBARMENT**

The City of Pawtucket Purchasing Agent may suspend or debar any vendor or potential bidder, for good cause shown:

- a. A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or

directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts).

- b. The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.
- c. A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the City of Pawtucket to a vendor or contractor then under a ruling of suspension or debarment by the City of Pawtucket shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the City of Pawtucket's Purchasing Agent.

15. PUBLIC RECORDS

Contractors and bidders are advised that certain documents, correspondence, and other submissions to the City of Pawtucket's Purchasing Office may be voluntarily made public by the City of Pawtucket absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld.

16. PRODUCT EVALUATION

In all specifications, the words "or equal" are understood after each article when manufacturer's name or catalog are referenced. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the article, manufacturer's name and detailed specifications of the item the bidder proposes to furnish; otherwise, the bid will be construed as submitted on the identical commodity described in the detailed specifications. The City of Pawtucket's Purchasing Agent reserves the right to determine whether or not the item submitted is the approved equal the detailed specifications.

- a. Any objections to specifications must be filed by a bidder, in writing, with the City of Pawtucket's Purchasing Agent at least 96 hours before the time of bid opening to enable the City of Pawtucket's Purchasing Office to properly investigate the objections.
- b. All standards are minimum standards except as otherwise provided for in the Request or Contract.
- c. Samples must be submitted to the City of Pawtucket's Purchasing Office in accordance with the terms of the proposals and detailed specifications. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating whether or not the bidder desires their return and specifying the address to which they are to be returned (at the bidder's risk and expense), provided they have not been used or made useless by tests; and absent instructions, the samples shall be considered to be abandoned. Award samples may be held for comparison with deliveries.
- d. All samples submitted are subject to test by any laboratory the City of Pawtucket's Purchasing Agent may designate.

17. PRODUCT ACCEPTANCE

All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the City of Pawtucket. The City of Pawtucket reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the City of Pawtucket's option. Contract deliverables specified for procurements of services shall be construed to be work products, and subject to the provisions of this section.

- a. Failure by the City of Pawtucket to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the City of Pawtucket's right to subsequently reject the goods in question.
- b. Formal or informal acceptance by the City of Pawtucket of non-conforming goods shall not constitute a precedent for successive receipts or procurements.
- c. Where the contractor fails to promptly cure the defect or replace the goods, the City of Pawtucket reserves the right to cancel the Purchase Order, contract with a different contractor, and to invoice the original contractor for any differential in price over the original contract price.

- d. When materials, equipment or supplies are rejected, the same must be removed by the contractor from the premises of the City of Pawtucket within forty-eight (48) hours of notification. Rejected items left longer than two days will be regarded as abandoned and the City of Pawtucket shall have the right to dispose of them as its own property.
18. **PRODUCT WARRANTIES**
All product or service warranties normally offered by the contractor or bidder shall accrue to the City of Pawtucket's benefit, in addition to any special requirements which may be imposed by the City of Pawtucket. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified, and the City of Pawtucket may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.
19. **PAYMENT**
Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.
- a. Payment terms other than the foregoing may be rejected as being nonresponsive.
 - b. No partial shipments, or partial completion will be accepted, unless provided for by the Request or Contract.
 - c. Where a question of quality is involved, or failure to complete a project by the specified due date, payment in whole or part against which to charge back any adjustment required, shall be withheld at the direction of the City of Pawtucket Purchasing Agent. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the City of Pawtucket from taking such discount.
 - d. Payments for used portion of inferior delivery or late delivery will be made by the City of Pawtucket on an adjusted price basis.
 - e. Payments on contracts under architectural or engineering supervision must be accompanied by a Certificate of Payment and Statement of Account signed by the architect or engineer and submitted to the City of Pawtucket Purchasing Office for approval.
20. **THIRD PARTY PAYMENTS**
The City of Pawtucket recognizes no assigned or collateral rights to any purchase agreement except as may be expressly provided for in the bid or contract documents, and will not accede to any request for third party or joint payment(s), except as provided for in specific orders by a court of competent jurisdiction, or by express written permission of the City of Pawtucket's Purchasing Agent. Where an offer is contingent upon such payment(s), the offeror is obligated to serve affirmative notice in his bid submission.
21. **SET-OFF AGAINST PAYMENTS**
Payments due the contractor may be subject to reduction equal to the amount of unpaid and delinquent state taxes (or other just debt owed to the State), except where notice of delinquency has not been served or while the matter is pending in hearing or from any appeal therefrom.
22. **CLAIMS**
Any claim against a contractor may be deducted by the City of Pawtucket from any money due him in the same or other transactions. If no deduction is made in such fashion, the contractor shall pay the City of Pawtucket the amount of such claim on demand. Submission of a voucher and payment, thereof, by the City of Pawtucket shall not preclude the City of Pawtucket's Purchasing Agent from demanding a price adjustment in any case when the commodity delivered is later found to deviate from the specifications and proposal.
- a. The City of Pawtucket's Purchasing Agent may assess dollar damages against a vendor or contractor determined to be non-performing or otherwise in default of their contractual obligations equal to the cost of remedy incurred by the City of Pawtucket, and make payment of such damages a condition for consideration for any subsequent award. Failure by the vendor or contractor to pay such damages shall constitute just cause for disqualification and rejection, suspension, or debarment.

23. **CERTIFICATION OF FUNDING**
The Director of Finance shall provide certification as to the availability of funds to support the procurement for the current fiscal year ending June 30th only. Where delivery or service requirements extend beyond the end of the current fiscal year, such extensions are subject to both the availability of appropriated funds and a determination of continued need.
24. **UNUSED BALANCES**
Unless otherwise specified, all unused Blanket Order quantities and/or unexpended funds shall be automatically canceled on the expiration of the specified term. Similarly, for orders encompassing more than one fiscal year, unexpended balances of funding allotted for an individual fiscal year may be liquidated at the close of that fiscal year, at the City of Pawtucket's sole option.
25. **MINORITY BUSINESS ENTERPRISES**
Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the City of Pawtucket reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:
- a. the offer is fully responsive to the terms and conditions of the Request, and
 - b. the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
 - c. the firm making the offer has been certified by the R.I. Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise.
26. **PREVAILING WAGE REQUIREMENT**
In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works.
27. **EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION**
Contractors of the City of Pawtucket are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island. Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.
28. **DRUG-FREE WORKPLACE REQUIREMENT**
Contractors who do business with the City of Pawtucket and their employees shall abide by the State's drug-free workplace policy and the contractor shall so attest by signing a certificate of compliance.
29. **TAXES**
The City of Pawtucket is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.
30. **INSURANCE**
All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair, or other type of service to be performed on City of Pawtucket premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the state as follows:
- a. Comprehensive General Liability Insurance
Combined Single Limit not less than \$1,000,000 each occurrence for bodily Injury and property damage.

- Independent Contractors;
 - Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations;
 - Products and Completed Operations;
 - Personal Injury (with employee exclusion deleted)
- b. Automobile Liability Insurance
Combined Single Limit not less than \$1,000,000 each occurrence for bodily Injury and property damage including non-owned and/or hired vehicle coverage.

OR

Bodily Injury, per person, \$500,000/ Bodily Injury, \$1,000,000 per accident/
Property Damage, \$500,000 per accident including non-owned and/or hired vehicle coverage.

- c. Workers' Compensation Insurance
As required by the General Laws of Rhode Island.
- Employers liability \$500,000

The City of Pawtucket shall be named as an additional insured on the vendor's Comprehensive General Liability Policy and Automobile Liability Policy.

The City of Pawtucket's Purchasing Agent reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. Successful bidders shall provide certificates of coverage, reflecting the City of Pawtucket as an additional insured, to the City of Pawtucket Purchasing Office, forty-eight (48) hours prior to the commencement of work, as a condition of award. Failure to comply with this provision shall result in rejection of the offeror's bid.

31. BID SURETY

When requested, a bidder must furnish a Bid Bond or Certified Check for 5% of his bid, or for the stated amount shown in the solicitation. Bid Bonds must be executed by a reliable Surety Company authorized to do business in the State of Rhode Island. Failure to provide Bid Surety with bid may be cause for rejection of bid. The Bid Surety of any three bidders in contention will be held until an award has been made according to the specifications of each proposal. All others will be returned by mail within 48 hours following the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.

32. PERFORMANCE AND LABOR AND PAYMENT BONDS

A performance bond and labor and payment bond of up to 100% of an award may be required by the City of Pawtucket's Purchasing Agent. Bonds must meet the following requirements:

- a. Corporation: The Bond must be signed by an official of the corporation above his/her official title and the corporate seal must be affixed over his/her signature.
- b. Firm or Partnership: The Bond must be signed by all of the partners and must indicate that they are " Doing Business As (name of firm)."
- c. Individual: The Bond must be signed by the individual owning the business and indicate "Owner."
- d. The Surety Company executing the Bond must be licensed to do business in the State of Rhode Island or Bond must be countersigned by a company so licensed.
- e. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
- f. Signatures of two witnesses for both the principal and the Surety must appear on the Bond.
- g. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond.

33. SUSPENSION, DEFAULT AND TERMINATION

- a. Suspension of a Contract by the City of Pawtucket

The City of Pawtucket reserves the right at any time and for any reason to suspend all or part of this contract, for a reasonable period, not to exceed sixty days, unless the parties agree to a longer period. The City of Pawtucket shall provide the contractor with written notice of the suspension order signed by the Purchasing Agent or his or her designee, which shall set forth the date upon which the suspension shall take effect, the date of its expiration, and all applicable instructions. Upon receipt of said order, the contractor shall immediately comply with the order and suspend all work under this contract as specified in the order. The contractor shall take all reasonable steps to mitigate costs and adverse impact to the work specified in the contract during the suspension period. Before the order expires, the City of Pawtucket shall either:

1. cancel the suspension order;
2. extend the suspension order for a specified time period not to exceed thirty (30) days; or
3. terminate the contract as provided herein.

The contractor shall resume performance once a suspension order issued under this section is canceled or expires. If as a result of the suspension of performance, there is a financial or schedule impact upon the contract, an appropriate adjustment may be made by, or with the approval of, the City of Pawtucket's Purchasing Agent. Any adjustment shall be set forth in writing. After a suspension order has been canceled or expires, the contractor shall provide any request for adjustment to the City of Pawtucket's Purchasing Agent within thirty (30) days after resuming work performance.

b. Termination of a Contract by the City of Pawtucket

1. Termination for Default or Nonperformance

If, for any reason, the contractor breaches the contract by failing to satisfactorily fulfill or perform any obligations, promises, terms, or conditions, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the City of Pawtucket, the City of Pawtucket may terminate the contract, in whole or in part, the termination of all outstanding contracts or sub-contracts held by the contractor, and the suspension or debarment of the contractor from future procurements by giving written notice to the contractor specifying the date for termination. The City of Pawtucket shall endeavor to provide such notice at least seven (7) calendar days before the effective date of the termination.

A contractor who fails to commence within the time specified or complete an award made for repairs, alterations, construction, or any other service will be considered in default of contract. If contractor consistently fails to deliver quantities or otherwise perform as specified, the City of Pawtucket's Purchasing Agent reserves the right to terminate the contract and contract for completion of the work with another contractor and seek recourse from the defaulting contractor or his surety. In the event of a termination for default or nonperformance, in whole or in part, the City of Pawtucket may procure similar goods or services in a manner and upon terms it deems appropriate, and the contractor shall be liable for the excess costs incurred by the City of Pawtucket as a result of the contractor's default. The contractor, or its surety, agrees to promptly reimburse the City of Pawtucket for the excess costs, but shall have no claim to the difference should the replacement cost be less.

2. Termination Without Cause

The City of Pawtucket may terminate the contract in whole or in part without cause at any time by giving written notice to the contractor of such termination at least thirty (30) days before the effective date of such termination. The notice shall specify the part(s) of the contract being terminated and the effective termination date.

Within thirty (30) days of the effective date of the termination of the contract the contractor shall compile and submit to the City of Pawtucket an accounting of the work performed up to the date of termination. The City of Pawtucket may consider the following claims in determining reasonable compensation owed to the contractor for work performed up to the date of termination:

- a. contract prices for goods or services accepted under the contract;
- b. costs incurred in preparing to perform and performing the terminated portion of the contract; or
- c. any other reasonable costs incurred by the contractor as a result of the termination.

The total sum to be paid to the contractor shall not exceed the total contract price, less any payments previously made to the contractor, the proceeds from any sales of goods or manufacturing materials, and the contract price for work not terminated.

3. Contractor's Obligations in the Event of Termination

If the contract is terminated for any reason, or expires pursuant to its terms, the contractor shall transfer and deliver to the City of Pawtucket in the manner and to the extent directed by the City of Pawtucket:

- a. all finished or unfinished material prepared by the contractor; and
- b. all material, if any, provided to the contractor by the City of Pawtucket.

For the purposes of the contract, "material" shall include, but is not limited to, goods, supplies, parts, tools, machinery, equipment, furniture, fixtures, information, data, reports, summaries, tables, maps, charts, photographs, studies, recommendations, files, audiotapes, videotapes, records, keys, security badges, and documents.

If the contract is terminated for cause, the contractor shall not be relieved of liability to the City of Pawtucket for damages sustained because of any breach by the contractor. In such event, the City of Pawtucket may retain any amounts which may be due and owing to the contractor until such time as the exact amount of damages due the City of Pawtucket from the contractor has been determined by the City of Pawtucket Purchasing Agent. The City of Pawtucket may also set off any damages so determined against the amounts retained.

Upon termination of the contract, the contractor shall stop performance on the date specified, terminate any outstanding orders and subcontracts applicable to the terminated portion of the contract, and shall incur no further commitments or obligations in connection with the terminated performance. The contractor shall settle all liabilities and claims arising out of the termination of subcontracts and order generating from the terminated performance. The City of Pawtucket may direct the contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City of Pawtucket or a third party.

Terminations of Purchase Order Contracts or Master Pricing Agreements shall require the signature of the City of Pawtucket Purchasing Agent or his designee. Notice of termination by either party shall be submitted in writing to the other party in accordance with the termination clause of the contract, or where no specific termination clause is included, written notice shall be provided no later than thirty (30) days before the expiration of the contract.

34. INDEMNITY

The contractor guarantees:

- a. To save the City of Pawtucket, its agents and employees, harmless from any liability imposed upon the City of Pawtucket arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.
- b. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City of Pawtucket and of the State of Rhode Island.
- c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

35. **CONTRACTOR'S OBLIGATIONS**

In addition to the specific requirements of the contract, construction and building repair contractors bear the following standard responsibilities:

- a. To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other contractors;
- b. The contractor, its subcontractor(s) and their employees and/or agents, shall protect and preserve property in the contractor or subcontractor's possessions in which the City of Pawtucket has an interest, and any and all materials provided to the contractor or subcontractor by the City of Pawtucket;
- c. To clear and remove all debris and rubbish resulting from his work from time to time, as directed or required, a completion of the work leave the premises in a neat unobstructed condition, broom clean, and in satisfactory order and repair;
- d. To store equipment, supplies, and material at the site only upon approval by the City of Pawtucket, and at his own risk;
- e. To perform all work so as to cause the least inconvenience to the City of Pawtucket, and with proper consideration for the rights of other contractors and workmen;
- f. To acquaint themselves with conditions to be found at the site, and to assume responsibility for the appropriate dispatching of equipment and supervision of his employees during the conduct of the work;
- g. To ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any City of Pawtucket facility or site, and that they comply with such rules, including but not limited to security policies or practices and/or criminal background checks for any employees and/or subcontractors;
- h. The contractor shall ensure that its employees or agents are experienced and fully qualified to engage in the activities and services required under the contract;
- i. The contractor shall ensure that at all times while services are being performed under this contract at least one of its employees or agents on the premises has a good command of the English language and can effectively communicate with the City of Pawtucket and its staff;
- j. The contractor and contractor's employees or agents shall comply with all applicable licensing and operating requirements required by federal or state law and shall meet accreditation and other generally accepted standards of quality in the applicable field of activity;
- k. The contractor shall secure and retain all employee-related insurance coverage for its employees and agents as required by law; and
- l. The contractor, subcontractor, and his or her employees and agents shall not disclose any confidential information of the City of Pawtucket to a third party. Confidential information means:
 - (1) any information of a sensitive or proprietary nature, whether or not specially identified as confidential or proprietary; or
 - (2) any information about the City of Pawtucket gained during the performance of a contract that is not already lawfully in the public domain.

36. **FORCE MAJEURE**

All orders shall be filled by the contractor with reasonable promptness, but the contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent.

BID SPECIFICATIONS

SECTION L.02

SEEDING

L.02.01 DESCRIPTION. This work consists of the preparation of the seed bed, furnishing and placing materials, and the establishing of grassed areas as shown on the Plans, in accordance with these Specifications or as directed by the Owner. Work shall consist of the following six types:

Type 1. Plantable Soil areas, either flats, to be seeded with a Park Seed Mix or slopes, to be seeded with a Slope Seed Mix;

Type 2. Loamed areas adjacent to lawns or sidewalks, seeded with a Residential Seed Mix;

Type 3. Temporary seeding using a Temporary Seed Mix on sloped and flat areas of embankments or excavation sites, to provide temporary vegetative cover for erodible soils;

Type 4. Plantable Soil areas, either flats or slopes, seeded with a Native Seed Mix;

Type 5. Wetland Areas and High Organic Soil, seeded with a Wetland Seed Mix;

Type 6. (OMIT)

Slope areas shall be defined as being 3:1 or greater.

L.02.02 MATERIALS. Lime, fertilizer, mulch, water and seed mixtures shall conform to the applicable requirements of **SECTION M.18; LANDSCAPING MATERIALS.**

L.02.03 CONSTRUCTION METHODS.

L.02.03.1 Seeding Dates. Full advantage shall be taken of time and weather conditions best suited for seeding. The normal dates for seeding shall be as follows:

Type 1, Type 2, and Type 4 dates shall be:

Spring Seeding:	April 1 to May 31.
Fall Seeding:	August 15 to October 15.

Type 3 seeding may be done at any time between March 15 and November 15 with approval of the Owner. Type 3 seeding shall not be permitted on frozen ground.

Type 5 seeding dates shall be as follows:

Spring Seeding:	May 1 to June 15
Fall Seeding:	August 15 to September 30

Seeding at other than the above time will be allowed only with the written permission of the Owner. The Owner may suspend work when he/she determines that soil or weather conditions are unsuitable for raking and/or seeding. The Contractor may resume work when directed by the Owner.

The Contractor shall notify the Owner at least 48 hours in advance of the time intended for commencement of seeding. No payment will be made for work performed when the Owner is not present. In cases where there is existing or new plant material, care shall be taken to insure that no lime, fertilizer, mulch and/or seed mix comes in contact with the plant material or their mulched areas.

L.02.03.2 Preparation of Areas for Seeding.

a. Type 1 (General Highway Seeding). Type 1 areas shall be raked, either by hand or mechanically (i.e. power rake), so as to produce a loose, friable seed bed. Slopes 3:1 and greater shall be tracked with a dozer. The resulting track imprints shall be perpendicular to the flow of water.

All sticks, litter, wire, weeds, cable, cobbles or stones larger than 1 inch in any dimension shall be removed and legally disposed of.

Where the seed bed has become compacted, it shall be scarified to a depth of 5 inches prior to raking. No seeding of this type will be permitted on areas where the seed bed has not been properly prepared or where the soil is compacted.

b. Type 2 (Residential Seeding). Type 2 areas shall be hand raked to a finished grade. All sticks, litter, wire, weeds, cable, cobbles and stones larger than ½-inch in any dimension shall be removed and legally disposed of. After hand raking, and at the discretion of the Owner, the Contractor shall roll, with a hand roller, the entire area. The finish grade of the proposed area shall blend into the adjacent lawns (when applicable).

Where the seed bed has become compacted, it shall be scarified to a depth of 5 inches prior to fine raking. No seeding of this type will be permitted on areas where the seed bed has not been properly prepared or where the soil is compacted.

c. Type 3 (Temporary Seeding). Type 3 areas to be seeded shall be free of depressions and unprotected channels where runoff may cause erosion.

d. Type 4 (Native Grass Seeding). Type 4 areas shall be prepared in accordance with Para. a, above.

e. Type 5 (Wetland Seeding). Type 5 areas shall not be raked. All sticks, litter, wire, weeds, cable, cobbles or stones larger than 4 inches in any dimension shall be removed and legally disposed of without disturbing the finish grade.

L.02.03.3 Application of Lime. Lime (ground or pelletized) shall be applied dry and spread evenly over the entire surface to be seeded. Unless otherwise specified, the application rate shall be 1 ton per acre. Raking shall be completed after the fertilizer has been applied. NO LIME WILL BE APPLIED ON TYPE 3, TYPE 4, AND TYPE 5 AREAS.

L.02.03.4 Application of Fertilizer. (OMIT)

L.02.03.5 Sowing of Seed. After the seed beds have been prepared as outlined in **Subsections L.02.03.2 through L.02.03.4**, above, grass seed conforming to the respective formula specified in **Subsection M.18.10; Seed Mixtures**, shall be applied according to the specified rates. Application of fertilizer, grass seed, and cellulose fiber mulch for Type 1, Type 2, Type 3, Type 4, Type 5, and Type 6 may be accomplished in one operation by the use of a hydroseeder.

a. Type 1 (General Highway Seeding). Type 1 areas shall be seeded with Park Mix on flats and with Slope Seed Mix on slopes. Both mechanical and hydroseeding methods may be used.

b. Type 2 (Residential Seeding). Type 2 areas shall be seeded with a Residential Seed Mix. Additional hand raking and rolling with a light roller shall be employed in lieu of mulch. Such areas will not be accepted until a generally weed-free, 3-inch stand of grass is established.

c. Type 3 (Temporary Seeding). Type 3 areas shall be seeded with a Temporary Seed Mix on flats and slopes. Both mechanical and hydroseeding methods may be used.

d. Type 4 (Native Grass Seeding). Type 4 areas shall be seeded with a Native Seed Mix. Both mechanical and hydroseeding methods may be used.

e. Type 5 (Wetland Seeding). Type 5 areas shall be seeded with a Wetland Seed Mix. In areas where there is access for a hydroseeder, the Wetland Seed Mix shall be spread using this method only. In areas where there is no access for a hydroseeder, the wetland seed mix shall be spread by a hand held spreader.

If a slit seeder is used, seed disbursement shall be 3 inches on center and 1/4-inch deep. Two passes, the second perpendicular to the first shall be made. Small seeds shall be seeded separately from larger seed.

If a drop or broadcast seeding method is used, large seed shall be spread separately from small seeds. Each seed type (large or small) disbursement shall be applied in two passes, the second perpendicular to the first. The area shall be hand raked to provide a soil coverage of a 1/4-inch.

L.02.03.6 Mulching. (OMIT)

L.02.03.7 Care During Construction. Any areas which fail to show a uniform growth of grass for any reason whatsoever shall be reseeded until the areas are covered with a satisfactory growth of grass as approved by the Owner.

The seed, fertilizer, etc. used in the reseeding operations shall be at the same application rates and during appropriate seeding dates as those previously specified unless otherwise directed by the Owner.

a. Watering. The Contractor shall water all Type 1, Type 2, and Type 4 seeded areas within 72 hours of the seeding operation. One additional watering may be required and such will be at the discretion of the Owner.

Water shall be applied at a controlled rate and in such a manner to insure the water reaches the root zone. Watering operations shall not flood adjacent areas, erode soil or cause any damage to the seeded areas.

b. Mowing. (OMIT)

c. Failure to Perform Care During Construction. If the Owner decides that the Care During Construction tasks as specified in the Contract have not been performed, the daily charge set forth in Special Provision Code L.02.1000 will be deducted from monies due the Contractor as a charge for failure to comply with this Specification. The daily charge will continue each consecutive calendar day until the deficiencies have been corrected to the satisfaction of the Owner.

L.02.04 METHOD OF MEASUREMENT. (OMIT)

L.02.05 BASIS OF PAYMENT. The accepted quantity of "Seeding" will be paid for at the contract unit price as listed in the Proposal. The price so-stated constitutes full and complete compensation for preparation of seed beds, for furnishing and applying all lime, fertilizer, mulch, seed, raking, mowing, watering, and care during construction of the seeded areas, for all labor, materials and equipment, and for all incidentals required to finish the work, complete and accepted by the Owner.

Payment for all types shall be made as follows:

Eighty-five percent of the total contract price will be paid at the time of initial seeding. The remainder, 15 percent, will be paid when the newly seeded areas have been accepted.

If seeding is done at a time other than the specified seeding date, the entire payment for seeding will be withheld until a uniform acceptable stand of turf, as determined by the Owner, has been obtained.

SECTION L.08

TREE AND SHRUB TRIMMING

L.08.01 DESCRIPTION.

L.08.01.1 Tree and Shrub Trimming. This work consists of removing and disposing of all dead wood, stubs, broken or damaged branches and stems, undesirable branches and stems from existing trees and shrubs in accordance with these Specifications or as directed by the Owner.

L.08.01.2 Tree Trimming for Utilities. This work consists of removing and disposing of all dead wood, stubs, broken or damaged branches and stems, undesirable branches and stems from existing trees for the sole purpose of utility relocation as directed by the Owner, and in accordance with these Specifications.

L.08.02 MATERIALS. All materials shall conform to the applicable requirements of **SECTION M.18; LANDSCAPING MATERIALS.**

L.08.03 CONSTRUCTION METHODS. All tree and shrub trimming and the trimming for utilities shall be performed in accordance with currently accepted horticultural practice. All trimming shall be performed by or under the direct supervision of a Rhode Island Licensed Arborist.

This work consists of removing and disposing of all dead wood, stubs, broken or damaged branches and stems, undesirable branches and stems from existing trees and shrubs as shown on the Plans and/or as directed by the Engineer. Any and all branches interfering with or hindering the healthy growth of the tree or shrubs shall be removed and disposed of. Any branches which may be partially dead, yet has a healthy lateral branch at least one-third the diameter of the parent branch shall be removed only beyond the healthy branch. All branches interfering with overhead clearance of vehicles or with lines of sight shall be removed as directed.

All cuts shall be made parallel to and as close to the branch or stem collar as possible. All cuts shall be made in a manner which prevents damage to the bark. Pruning shall not deform nor destroy the typical shape or symmetry of the tree or shrub. All cuts shall be made with disinfected, sharp tools which shall be approved by the Owner.

Tree paint shall not be used on any cuts. The use of climbing irons or other equipment injurious to trees shall not be permitted.

L.08.04 METHOD OF MEASUREMENT.

L.08.04.1 Tree and Shrub Trimming. "Tree and Shrub Trimming" will be measured by the number of man-hours actually employed in trimming in accordance with the Plans and/or as directed by the Owner.

L.08.04.2 Tree Trimming for Utilities. "Tree Trimming for Utilities" will be measured by the number of man-hours actually employed in trimming in accordance with the Plans and/or as directed by the Owner.

L.08.05 BASIS OF PAYMENT.

L.08.05.1 Tree and Shrub Trimming. The accepted quantity of "Tree and Shrub Trimming" will be paid for at the contract unit price per man-hour as listed in the Proposal. The price so-stated constitutes full and complete compensation for all labor, materials and equipment and for all incidentals required to finish the work, complete and accepted by the Owner.

L.08.05.2 Tree Trimming for Utilities. The accepted quantity of "Tree Trimming for Utilities" will be paid for at the contract unit price per man-hour as listed in the Proposal. The price so-stated constitutes full and complete compensation for all labor, materials and equipment and for all incidentals required to finish the work, complete and accepted by the Owner.

SECTION M.18

LANDSCAPING MATERIALS

M.18.01 LOAM. The material to be furnished shall consist of screened loose, friable, fine sandy loam or sandy loam, as defined by the USDA's Soil Conservation Service in the Soil Survey Manual issued in 1993, free of subsoil, refuse, stumps, roots, rocks, cobbles, stones, brush, noxious weeds, litter and other materials which are larger than ½-inch in any dimension and which will prevent the formation of a suitable seed bed. Organic matter shall constitute not less than 5 percent nor more than 20 percent of the loam as determined by loss-on-ignition of oven dried samples that have been drawn by the Engineer, unless otherwise specified or directed. The loam shall have an acidity range of 5.5 pH to 7.6 pH. The Contractor shall notify the Department of the intended source of loam to be employed at least two weeks prior to the intended time of use to allow time for sampling.

Loam shall conform to all applicable specification requirements prior to its final placement on the project. The practice of culling deleterious or out of specification material after placement and/or grading in-place will not be allowed.

M.18.02 PLANTABLE SOIL. The material to be furnished shall consist of loose, friable topsoil free of refuse, brush, stumps, roots, rocks, cobbles, stones, noxious weeds, litter, and other materials which are longer than 1 inch in any dimension and which will prevent the formation of a suitable seed bed. Organic matter shall constitute not less than 4 percent nor more than 20 percent of the plantable soil as determined by loss-on-ignition of oven dried samples that have been drawn by the Owner, unless otherwise specified or directed. The plantable soil shall have an acidity range of approximately 5.5 pH to 7.5 pH.

The composition of plantable soil can also be arrived at by thoroughly mixing a suitable organic soil with a suitable subsoil. The resulting mix shall be a homogeneous material free from hard lumps, other materials specified above and be capable of supporting plant growth. This soil mixture must meet the above specified requirements for organic matter content and pH. The Contractor shall notify the Department of the intended source of plantable soil to be employed at least two weeks prior to the intended time of use to allow for sampling.

Plantable Soil shall conform to all applicable specification requirements prior to its final placement on the project. The practice of culling deleterious or out of specification material after placement and/or grading in-place will not be allowed.

M.18.03 COMPOST. (OMIT)

M.18.04 HIGH ORGANIC SOIL. (OMIT)

M.18.05 LIME.

M.18.05.1 Ground Lime. Ground lime for all roadside horticultural purposes shall consist of a standard commercial product of ground dolomitic limestone intended for agricultural use. It shall be fine ground dolomite such that, when "burned" by standard lime producing methods, it shall yield at least 30 percent calcium oxide and 5 percent to 20 percent magnesium oxide for a total of 50 percent yielded from calcium and magnesium oxide. At least 40 percent but not more than

60 percent should pass through a 100-mesh screen, and all shall be able to pass a 20-mesh screen.

M.18.05.2 Pelletized Lime. Pelletized lime for all roadside horticultural purposes shall consist of a standard commercial product of pelletized dolomitic limestone. The minimum calcium carbonate (CaCO₃) derived from magnesium sources shall be 48 percent. Prior to pelletizing, 100 percent by weight shall pass through an 8-mesh screen, 90 percent through a 20-mesh screen, 65 percent through a 60-mesh screen and 50 percent through a 100- mesh screen.

M.18.06. FERTILIZER. (OMIT)

M.18.07 BONE MEAL. (OMIT)

M.18.08 MULCH. (OMIT)

M.18.09 SEED STABILIZER MATERIALS. (OMIT)

M.18.10 SEED MIXTURES.

M.18.10.1 General. All legume seed shall be inoculated within 24 hours before mixing and planting with the appropriate inoculum for each variety. All inocula shall be fresh and shall be used within the date limit prescribed by the manufacturer. Three times the normal amount of inoculant shall be required when the seed is to be treated in an approved hydroseeder.

All seed delivered to the job shall be in containers labeled in accordance with provisions of the Rhode Island Seed Act of 1956 (Volume 8, Title 2, Chapter 6) and its amendments as provided for agricultural seed offered for sale. Only the current year's seed shall be accepted.

M.18.10.2 Park Mix.

	Percent by Weight	Percent by Volume (Pure Live Seed)
Creeping Red Fescue Improved varieties	70	78
Kentucky Bluegrass Improved varieties	15	68
Perennial Ryegrass Improved varieties	15	85

Seeding rate: 150 lbs. per acre

M.18.10.3 Slope Mix.

	Percent by Weight	Percent by Volume (Pure Live Seed)
Creeping Red Fescue Improved varieties	60	85
Perennial Ryegrass Improved varieties	15	90
Birdsfoot trefoil (Lotus corniculata)	15	78*

Seeding rate: 150 lbs. per acre

* Includes up to 20% hardseed.

M.18.10.4 Residential Seed Mix.

	Percent by Weight	Percent by Volume (Pure Live Seed)
Chewings Fescue Improved varieties	30	85
Kentucky Bluegrass Improved varieties	30	90
Perennial Ryegrass Improved varieties	40	90

Seeding rate: 150 lbs. per acre

M.18.10.5 Temporary Seed Mix.

	Percent by Weight	Percent by Volume (Pure Live Seed)
Annual Ryegrass	40	85
Perennial Ryegrass	60	90

Seeding Rate: 75 lbs. per acre

M.18.10.6 Native Seed Mix.

	Percent by Weight	Percent by Volume (Pure Live Seed)
Switch Grass/(Panicum virgatum)	20	75
Little Blue Stem/ (Andropogon Scoparius)	25	75
Perennial Ryegrass	25	90
Hard Fescue	30	

Seeding Rate: 60 lbs. per acre

M.18.10.7 Wetlands Mix. (OMIT)

M.18.10.8 Wildflower Seed Mix. (OMIT)

M.18.11 SOD.(OMIT)

M.18.11.1 Wooden Pegs. (OMIT)

M.18.12 PLANT MATERIALS. (OMIT)

M.18.13 PLANTING INCIDENTALS. (OMIT)

M.18.14 HERBICIDES. (OMIT)

M.18.15 PLANT PROTECTION DEVICES.

M.18.15.1 General. All materials become the property of the Contractor after removal.

M.18.15.2 Tree Protection. Wood framing shall consist of nominal lumber 6 feet in length, the width and thickness shall vary from 2" x 2" to 2" x 6", depending on trunk diameter or as directed by the Engineer. Binding material shall consist of a single strand 9-gauge wire.

M.18.15.3 Shrub and Drip-Line Protection. Fencing shall consist of standard snow fencing. The Contractor shall utilize steel poles a minimum of 6 feet in length to stabilize and support the fencing.

M.18.16 WATER FOR LANDSCAPE USE. (OMIT)

M.18.17 PAVERS. (OMIT)

M.18.18 LANDSCAPE FILTER FABRIC. (OMIT)

M.18.19 STONE FINE SETTING BED AND JOINTING MATERIAL. (OMIT)

SECTION 201

SITE PREPARATION

201.01 DESCRIPTION. This work consists of the performance of actions that are required to clear and prepare the site. These actions all have a common characteristic; they involve the removal and legal disposal of designated vegetative materials. These actions include, but are not limited to cutting and complete removal of isolated trees and stumps; all such materials, objects and facilities shall be removed and legally disposed of.

The Contractor shall be compensated for clearing and preparing the site through individual Proposal items; one such item for each removal and disposal action.

The following Subsections contain descriptions of some of the most common removal and disposal actions.

201.01.1 Clearing and Grubbing. (OMIT)

201.01.2 Cutting and Removing Isolated Trees and Stumps. This work consists of cutting and removing designated isolated trees and stumps in excess of 4 inches in diameter (measured at 4 inches above existing ground) which are located within the general area of construction work.

201.01.3 Partial Removal of Isolated Tree Stumps. (OMIT)

201.01.4 Metal Frames, Covers or Grates. (OMIT)

201.01.5 Culverts, Drainage and Utility Structures. (OMIT)

201.01.6 Pipe. (OMIT)

201.01.7 Pavement, Sidewalks, and Curbing. (OMIT)

201.01.8 Asbestos Cement Pipe. (OMIT)

201.01.9 Underground/Above-ground Storage Tanks. (OMIT)

201.01.10 Fences, Railings, and Guardrail. (OMIT)

201.01.11 Miscellaneous Objects. (OMIT)

201.01.12 Demolition of Buildings. (OMIT)

201.02 MATERIALS. (OMIT)

201.03 CONSTRUCTION METHODS. The Pawtucket DPW will provide all necessary information relating to right-of-way and construction lines, and will designate all trees, shrubs, plants and other objects and facilities to remain within the project limits. The Contractor shall preserve everything designated to remain.

201.03.1 Site Preparation

The Contractor shall install erosion control measures that are indicated on the Plans or as directed by the Pawtucket DPW. Such erosion control measures shall be installed in strict accordance with the Rhode Island Erosion and Sediment Control Handbook, latest edition.

Except in areas to be excavated, stump holes and other holes from which obstructions are removed, shall be backfilled with material acceptable to the Engineer and compacted in accordance with Subsection 202.03.3; Compaction - General, of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.

a. Disposal of Perishable Materials. No burning of trees, brush, shrubs, or perishable material will be allowed on any construction project site. The Contractor will not be allowed to haul trees, brush, shrubs or perishable material from the project for the purpose of burning. The Contractor must dispose of the trees, brush, shrubs, or other perishable material by any of the following methods:

1. The Contractor may sell or salvage all merchantable timber in the Clearing and Grubbing area which has not been removed from the right-of-way prior to the beginning of construction.
2. The Contractor may chip trees on the site. All wood chips will become the property of the Contractor and must be removed promptly from the site. When requested by the Owner, the Contractor may stockpile the required quantity on the site at a location approved by the Owner.
3. Unless otherwise specified in the Contract Documents all trees, brush, shrubs, and other perishable material shall be legally disposed of at locations off the project site. Such disposal shall require the written permission of the property owner on whose property the materials are to be buried and, if necessary, the Rhode Island Department of Environmental Management. The Contractor shall make all necessary arrangements with the property owners and obtain necessary permits for obtaining suitable disposal locations and the Contractor shall supply the Owner with a copy of the written permission for such disposal from the property owner before any disposal may take place.

b. Low Hanging Branches. Low hanging branches and unsound or unsightly branches on trees and shrubs designated to remain shall be removed as directed. Branches of trees extending over the road surface shall be trimmed to give a clear height of 20 feet above the road surface. All trimming shall be done by skilled workmen in accordance with sound tree surgery practices and under the supervision of a licensed arborist. Cut or scarred surfaces of trees or shrubs shall be treated with approved waterproof antiseptic tree paint.

c. Diseased Vegetation. All elm trees, trimmings, or branches of same or other wood designated by the Rhode Island Department of Environmental Management as a host of a serious plant disease or disease carrier, as indicated by the Owner, shall be buried at a sanitary landfill location within forty-eight hours after cutting.

Mechanical chipping of small branches and brush may also be employed where disposal area space limitations require such measures. The resulting chips need not be buried.

201.03.2 Cutting and Removing Isolated Trees and Stumps. The isolated trees and stumps to be removed will be designated by the Owner. Those so-designated shall be removed and disposed of by the Contractor in accordance with the provisions of Subsection 201.03.1 of this Section.

201.03.3 Partial Removal of Isolated Tree Stumps. (OMIT)

201.03.4 Frames, Covers or Grates (OMIT)

201.03.5 Culverts, Drainage and Utility Structures. (OMIT)

201.03.6 Pipe. (OMIT)
201.03.7 Pavement, Sidewalks, and Curbing. (OMIT)
201.03.8 Asbestos Cement Pipe. (OMIT)
201.03.9 Underground/Above-ground Storage Tanks. (OMIT)
201.03.10 Removal of Fences, Railings, and Guardrail. (OMIT)
201.03.11 Removal of Miscellaneous Objects. (OMIT)
201.03.12 Demolition of Buildings and Structures. (OMIT)

201.04 METHOD OF MEASUREMENT. The several removal and disposal actions required to clear and prepare the site for construction will be measured for payment as follows:

201.04.1 Clearing and Grubbing. (OMIT)

201.04.2 Cutting and Removing Isolated Trees and Stumps. "Cutting and Removing Isolated Trees and Stumps" will be measured as follows:

- a) "Cutting and Removing Isolated Trees" shall be measured by the number of man-hours actually employed in cutting and removing trees as directed by the Owner.
- b) "Cutting and Removing Isolated Stumps" shall be measured by the number of stumps actually cut and removed as directed by the Owner.

201.04.3 Partial Removal of Isolated Tree Stumps. (OMIT)
201.04.4 Removal of Frames, Covers or Grates. (OMIT)
201.04.5 Removal of Culverts, Drainage and Utility Structures. (OMIT)
201.04.6 Removal of Pipe - All Sizes. (OMIT)
201.04.7 Removal of Pavement, Sidewalks, and Curbing. (OMIT)
201.04.8 Removal of Asbestos Cement Pipe. (OMIT)
201.04.9 Removal of Underground/Aboveground Storage Tanks.(OMIT)
201.04.10 Removal of Fences, Railings, and Guardrail. (OMIT)
201.04.11 Removal of Miscellaneous Objects. (OMIT)
201.04.12 Demolition of Buildings and Structures. (OMIT)

201.05 BASIS OF PAYMENT. The several removal and disposal actions required to clear and prepare the site for construction will be paid for as follows:

201.05.1 Clearing and Grubbing. (OMIT)

201.05.2 Cutting and Removing Isolated Trees and Stumps. The accepted quantities of "Cutting and Removing Isolated Trees and Stumps" will be paid for at the respective contract unit prices per each as listed in the Proposal. The prices so-stated constitute full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Owner.

201.05.3 Partial Removal of Isolated Tree Stumps. (OMIT)
201.05.4 Removal of Frames, Covers or Grates. (OMIT)
201.05.5 Removal of Culverts, Drainage and Utility Structures. (OMIT)
201.05.6 Removal of Pipe - All Sizes. (OMIT)
201.05.7 Removal of Pavement, Sidewalks, and Curbing. (OMIT)
201.05.8 Removal of Asbestos Cement Pipe. (OMIT)
201.05.9 Removal of Underground/Aboveground Storage Tanks. (OMIT)
201.05.10 Removal of Fences, Railings, and Guardrail. (OMIT)

201.05.11 Removal of Miscellaneous Objects. (OMIT)

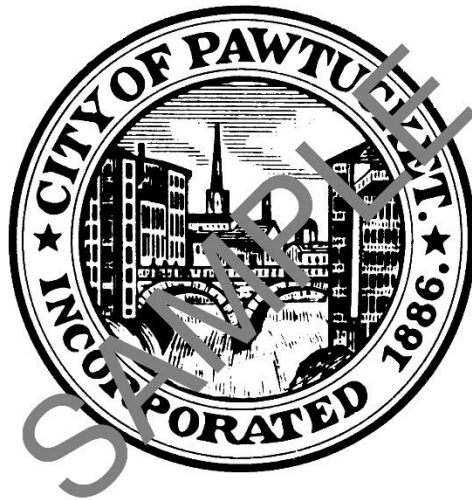
201.05.12 Demolition of Buildings and Structures. (OMIT)

Appendix D

City of Pawtucket Standard Form of Agreement (Sample)

**CONTRACT AGREEMENT
FOR:**

PROJECT_TITLE



PAWTUCKET, RHODE ISLAND

PURCHASING DIVISION
137 ROOSEVELT AVE.
PAWTUCKET, RHODE ISLAND

MM/DD/YYYY

CONTRACT AGREEMENT

PROJECT_TITLE

Pawtucket, Rhode Island

1. AGREEMENT FOR SERVICES

This Agreement for Services (hereinafter the "Agreement" or "Contract") made this ##th day of ####, 2015 between the City of Pawtucket, a municipal corporation of the State of Rhode Island, with a business address of 137 Roosevelt Avenue, Pawtucket, Rhode Island (hereinafter the "City") and VENDOR, a company authorized to do business in the State of Rhode Island, with a business address of ##### (hereinafter the "Consultant").

2. SCOPE OF CONSULTANT SERVICES

This is a contract to provide the City with consulting services as specified herein and as set forth in the following Exhibits, all of which are attached hereto and incorporated into this Agreement by reference herein:

- Exhibit 1 – RFP #####;
- Exhibit 2 – Rhode Island Department of Labor and Training Municipal Contract Addendum;

and all addenda issued and any resulting negotiations, and the RFP response received by the City from the Consultant.

3. COMPENSATION FOR SERVICES

The City shall pay the Consultant in the following sums for work performed under this Agreement after the effective date as set out below:

\$:#####

The payment and performance of any obligations under this contract for years beyond the first fiscal year are subject to the availability of funds. Payment will not be made until services have been fully performed and accepted, and upon a properly submitted invoice. All invoices must clearly display the purchase order number.

4. RHODE ISLAND LAW AND FORUM

(a) This Agreement shall be construed according to the law of the State of Rhode Island.

(b) Any litigation between the City and the Consultant arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Providence County Superior Court, and in the federal courts, in the United States District Court for the District of Rhode Island.

5. NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City:

Andrew Silvia, PE, Chief of Project Development
250 Armistice Boulevard
Pawtucket, RI 02860

If to the Consultant:

#####

6. COMPLIANCE WITH LAWS

Consultant shall materially comply with any and all Federal, state and local laws and regulations now in force and which may hereafter during the term of this contract, be enacted and become effected which are applicable, as well as obtaining any and all required permits and licenses.

7. TIMEFRAME TO COMPLETE

The Consultant shall complete the consulting services located in the City of Pawtucket, Rhode Island no later than #####.

8. WAIVERS

No waiver of any breach or any one or more of the conditions or covenants of this Contract by City or Consultant shall be deemed to imply or to constitute a waiver of any prior or succeeding breach; and the failure of City or Consultant to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained or any one of them shall not constitute or be construed as a waiver or relinquishment of City's or Consultant's right to thereafter enforce any such default, or any term, covenants, agreement or condition.

CONSULTANT (VENDOR)

WITNESS

Subscribed and sworn to before me in the _____
on this _____ day of _____, 2015.

NOTARY PUBLIC
My Commission Expires:

CITY OF PAWTUCKET

WITNESS

Subscribed and sworn to before me in the _____
on this _____ day of _____, 2015.

NOTARY PUBLIC
My Commission Expires:

EXHIBIT 1:

RFP #####

SAMPLE